

MEDIATION FORMS

Agreement to Mediate

Department of Workforce Services

1. I understand that this is an agreement by the parties to attempt to resolve the following issues by submitting the matters to mediation:

2. I understand that mediation is a dispute resolution process that is nonadversarial in nature and seeks to find reconciliation between disputing parties. The mediation process does not declare winners or losers. The main focus is to seek a resolution that is informal, timely, and is advantageous to both parties.
3. I understand that the mediators are not involved in the immediate occurrence and are committed to treating this matter in a fair and unbiased way. The mediators' role is to facilitate and help the parties themselves reach a mutually satisfactory resolution to the problem. **However, the decision-making power rests with the parties, not the mediators.** If the parties cannot agree on a resolution, the mediators will NOT impose a resolution nor will they offer judgment as to which party, if any, is at fault. If an impasse exists, either party or the mediator may stop the proceedings.
4. I understand that the mediators have no authority to make decisions or act as a judge or arbitrator. The mediators will not act as an advocate or attorney for any party. To the extent that either the employee or the agency wishes to have a representative or legal counsel to consult with or assist at any stage in the mediation, the party is responsible for taking steps to obtain such a person. The legal counsel cannot participate in the mediation session.
5. I understand that mediation is a confidential process; however, it is not a legal procedure. Any documents submitted to the mediators and statements made during the mediation are for settlement purposes only. I agree not to subpoena or request the mediators to serve as witnesses or request or use as evidence any materials prepared by the mediators for the mediation, with the exception of a settlement document signed by the parties. In no event will the mediators voluntarily testify on behalf of any party or submit any type of report in connection with this mediation.
6. Mediation is private, confidential and privileged from discovery. To ensure confidentiality, once an agreement has been met, all information should be shredded in front of all parties except for the Agreement to Mediate, Mediation Settlement Agreement and the Non-Settlement Decision. This information should be maintained in a confidential file in the Personnel Department.

By signature below, I acknowledge that I have read, understand, and agree to this agreement to participate in mediation.

Employee's Signature

Date

Management Official's Signature

Date

Mediator's Signature

Date

Mediation Settlement Agreement

Department of Workforce Services

This Settlement Agreement resolves a dispute between _____ (employee) _____
and _____ (management official) _____ regarding _____ (dispute) _____

This Settlement Agreement provides _____ (resolution) _____

When signed and approved by the parties, this Settlement Agreement shall be binding upon all parties to the agreement.

By signing below, I acknowledge that I have read, understand, and agree to this Mediation Settlement Agreement. I further agree that any and all information received or provided shall be kept confidential.

Employee's Signature Date

Management Official's Signature Date

Mediator's Signature Date

Non-Settlement Decision

Department of Workforce Services

The undersigned parties have, either individually or collectively, come to the decision that a satisfactory settlement agreement to resolve this workplace issue cannot be reached through this Internal Mediation Process.

This Non-Settlement Decision exhausts the employee's Internal Mediation Process in this matter.

By signing below, this acknowledges that a settlement or agreement has not been reached. All matters discussed and/or information provided in this Internal Mediation Process shall be kept confidential.

Employee's Signature

Date

Management Official's Signature

Date

Mediator's Signature

Date